



CARE – CONTRIBUTION TO ACCESS OF REFUGEES AND IDPS TO RIGHTS AND EMPLOYMENT OPPORTUNITIES

SUB GRANTING COMPONENT 1 AND 2

EXTERNAL ACTIONS OF THE EUROPEAN UNION - IPA/2017/ 394-29

Model Contract for Experts

(Experts Contract)

22.11.2018.

Disclaimer

This document is aimed at assisting experts that act as evaluators in the Small Grants Programme within the framework of the Action CARE – Contribution to Access of Refugees and IDPs to Rights and Employment Opportunities. It shows the provisions that will be applied to this type of contract, and is provided for information purposes only. The legally binding contract will be that which is signed by the parties for each assignment.

EXPERT CONTRACT

NUMBER [insert number]

This contract ('the Contract') is between the following parties:

on the one part,

CENTER FOR REGIONALISM, Civil Society Organization, non-profit making organization, Organization official registration number: 08681155, Laze Teleckog 6/1, 21000 Novi Sad, Serbia, VAT number: 101892112

and

on the other part,

'the expert':

[Family name]

[First name]

[Expert candidature number]

[Official address

Street/Number/P.O. Box

[Post code] [Town/city]

[Country]]

[Email address]

The parties referred to above have agreed to enter into the Contract under the terms and conditions below.

By signing the Contract, the expert confirms that s/he has read, understood and accepted the Contract and all the obligations and conditions it sets out (including in particular the code of conduct set out in Annex 1).

This Contract is composed of:

Terms and conditions

Annex 1 - Code of conduct ('the Code of Conduct')

Annex 2 - Terms of reference ('the Terms of Reference')

TERMS AND CONDITIONS

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CHAPTER 1- GENERAL RULES

ARTICLE 1 - SUBJECT OF THE CONTRACT

1.1. This Contract sets out the rights and obligations and the terms and conditions that govern the relationship between the Center for Regionalism and the expert appointed to assist the Center for Regionalism with tasks in the context of participating in the evaluation of the Sub-Grants Programme Component 1 and 2 of the Action CARE – Contribution to Access of Refugees And IDPs to Rights and Employment Opportunities.

CHAPTER 2 - WORK TO BE PROVIDED

ARTICLE 2 - TASKS TO BE ACCOMPLISHED — REPORTS AND DELIVERABLES

2.1. The expert must assist the Center for Regionalism with the evaluation of the proposals submitted in response to the following call for proposal:

Sub-Granting Programme - CARE – Contribution to Access of Refugees and IDPs to Rights and Employment Opportunities

This involves, in particular, the following tasks:

- reading and analyzing the background information (especially the proposal and the briefing material),
- participating in the expert briefing(s) (meeting(s) or webcast briefing(s),
- participating in evaluation meeting(s) and hearing(s) (if any), and
- drafting and submitting the evaluation report(s) for the evaluated proposals.

The precise scope of the work will be determined by the Center for Regionalism and the responsible Center for Regionalism staff.

The work involves remote work and work involving travel.

ARTICLE 3 - WORKING ARRANGEMENTS - STARTING DATE - PLANNING AND DEADLINES - MAXIMUM WORKING DAYS

3.1. The work set out in Article 2 will start at the earliest on the date of entry into force of the Contract (see Article 24) and will finish at the latest on January 15th 2019.

3.2. The work set out in Article 2 is planned as follows:

For the SUB - GRANTING PROGRAMME - CARE – Contribution to Access of Refugees and IDPs to Rights and Employment Opportunities BUDGET LINE 6.2. and 6.3.

meeting(s) and other work involving travel:

briefing: at the premises of the Center for Regionalism, Laze Teleckog 6/1, 21000 Novi Sad, on 14.12.2018. (subject to change),

evaluation meeting - assessment of the conclusion of assessors: at the premises of the Center for Regionalism, Laze Teleckog 6/1, 21000 Novi Sad, on 24.12.2018. (subject to change)

evaluation meeting - pre-selection of the full-applications: at the premises of the Center for Regionalism, Laze Teleckog 6/1, 21000 Novi Sad, on 05.01.2019. (subject to change)

evaluation meeting: eligibility check: at the premises of the Center for Regionalism, Laze Teleckog 6/1, 21000, Novi Sad, on 14.01.2018. (subject to change)

remote work: remote evaluation: between (24.12.2018.) and (05.01.2018.) (max. 6 working day(s))

report(s) and deliverable(s): individual evaluation report(s) (IERs): by 24.12.2018., consensus report(s) (CRs): by 16.01.2018.

CHAPTER 3 - FEES AND REIMBURSEMENT OF EXPENSES

ARTICLE 4 - FEES

4.1. The expert is entitled to the following fee and reimbursement:

- for meeting(s) and other work involving travel: EUR 200 for each full day
- for remote work: for reading and assimilating briefing documents (including webcast briefings) EUR 200 which equals a fixed number of 1 working day (8 hours), or per evaluation session
- for travel: reimbursement of traveling expenses to and from meetings based on receipts.

CHAPTER 4 - RIGHTS AND OBLIGATIONS OF THE PARTIES

ARTICLE 5 - GENERAL OBLIGATION TO IMPLEMENT THE CONTRACT PROPERLY AND TO INFORM THE CENTER FOR REGIONALISM

5.1. The expert must perform the Contract in compliance with all its provisions and legal obligations under applicable national law.

The expert must, in particular implement the work properly and in full compliance with the provisions of the Contract and, in particular, with:

- the Code of Conduct (see Annex 1);
- the Terms of Reference (see Annex 2);
- ensure compliance with applicable national tax and social security law.

S/he must implement the Contract fully, timely i.e. within the deadlines set by the Center for Regionalism and to the highest professional standards.

The Contract does not constitute an employment agreement with the Center for Regionalism.

5.2. The expert must immediately inform the Center for Regionalism, if s/he cannot fulfill his/her obligations under the Contract or becomes aware of other circumstances likely to affect the Contract.

5.3. If the expert breaches any of his/her obligations under this Article, the Center for Regionalism may apply the measures set out in Chapter 5.

ARTICLE 6 - KEEPING RECORDS - SUPPORTING DOCUMENTATION

6.1. The expert must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly (and, in particular, on the number of days worked, the remote tasks carried out, and on travels and other expenses incurred).

6.2. If the expert breaches any of his/her obligations under this Article, the Center for Regionalism may apply the measures set out in Chapter 5.

ARTICLE 7 - REQUEST FOR PAYMENT

7.1. The expert must submit a request for payment within 30 days of receiving notification. The notification will be sent within 15 days after the end of the evaluation.

7.2. The request for payment must contain all the necessary information and supporting documents for the Center for Regionalism to process the payment (i.e. depending on the type of payment requested: number of days worked, number of working days that correspond to the remote tasks carried out, time-sheets, scanned tickets for travels, reports/deliverables, etc).

7.3. For payments linked to a report or other deliverable, the expert may not submit a payment claim before having submitted the report or deliverable.

7.4. Conversions of costs incurred in another currency will be made by the Center for Regionalism according to the exchange rate of the bank, with which the Center for Regionalism hold the account, on the day of the currency conversion.

7.5. If the expert is considered to supply a taxable service under national tax law, s/he must: send an pro-invoice and request a VAT exemption certificate from the Center for Regionalism and send an invoice without VAT.

7.6. The expert must specify in the request the bank account to be used for making the payment.

7.7. If the expert breaches any of his/her obligations under this Article, the Center for Regionalism may apply the measures set out in Chapter 5.

ARTICLE 8 - PAYMENTS

8.1. The Center for Regionalism will make payments within 30 days from receiving the request for payment (see Article 7).

8.2. Payments are subject to the Center for Regionalism's approval of the report and deliverable, and of the request for payment. Approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

8.3. Payments will be made in local currency.

8.4. Payments will be made to the bank account specified by the expert in the request for payment (see Article 7.6).

ARTICLE 9 - OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS)

9.1. The Center for Regionalism obtains these rights for the full term of intellectual property protection, from the moment the results are delivered by the expert and approved by the Center for Regionalism. Such delivery and approval are considered to constitute an effective assignment of rights. This transfer of rights is free of charge.

ARTICLE 10 - PROCESSING OF PERSONAL DATA

10.1 Processing of personal data by the Center for Regionalism

Any personal data will be processed solely for the purposes of the performance, management and monitoring of this Contract by the Center for Regionalism and may also be passed to the bodies charged with monitoring or inspection tasks under European Union law.

The expert's personal data will not be disclosed to the applicants of the evaluated proposals.

10.2. Processing of personal data by the expert

The expert may process personal data under the Contract only under the supervision of and on instructions from the Center for Regionalism.

The expert must put in place appropriate technical and organizational security measures to address data processing risks and in particular:

- prevent any unauthorized person from accessing computer systems that process personal data, and especially;
- unauthorized reading, copying, alteration or removal of storage media;
- unauthorized data input, disclosure, alteration or deletion of stored personal data;
- unauthorized use of data-processing systems by means of data transmission facilities;
- ensure that access to personal data is limited to persons with special access rights;
- ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or deleted without authorization;

- design his/her organizational structure in a way that meets data protection requirements.

10.3. If the expert breaches any of his/her obligations under this Article, the Center for Regionalism may apply the measures set out in Chapter 5.

CHAPTER 5 - BREACH OF CONTRACT

ARTICLE 11 - SUSPENSION OF THE PAYMENT DEADLINE

11.1. The Center for Regionalism may — at any moment — suspend the payment deadline (see Article 8.1), if a request for payment cannot be approved because:

- it does not comply with the provisions of the Contract (see Article 7);
- the report(s) or deliverable(s) have not been submitted or are not complete or additional work or information is needed, or
- there is doubt about the amounts claimed and additional checks and reviews are necessary.

11.2. In this case, the Center for Regionalism must formally notify the expert of the suspension and the reasons why.

The suspension takes effect on the day the notification is sent by the Center for Regionalism.

If the conditions for suspending the payment deadline are no longer met, the suspension will be lifted and the remaining period will resume.

If the suspension exceeds two months, the expert may ask the Center for Regionalism to take a decision on whether the suspension will continue.

If the payment deadline has been suspended due to missing supporting documents or information (see Article 7) and the requested document or information is not submitted within the deadline set by the Center for Regionalism, the Center for Regionalism may limit the payment to the part of the claim which complies with the provisions of the Contract (see Article 12)

If the payment deadline has been suspended due to non-compliance of reports or deliverables and the revised report or deliverables or payment request is not submitted within the deadline set by the Center for Regionalism (or was submitted but is also rejected), the Center for Regionalism may also terminate the Contract (see Article 14)

ARTICLE 12 - REJECTION OF FEES OR EXPENSES

12.1. The Center for Regionalism may reject (part of) the requested fees, or expenses if:

- a) they do not fulfill the conditions set out in Article 4
- b) if the expert has committed:

- substantial errors, irregularities or fraud or
- serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations and breach of obligations relating to the Code of Conduct (see Annex 1).

12.2. The Center for Regionalism must formally notify the expert of the rejection, the amounts and the reasons why. The expert may - within 30 days of receiving notification - formally notify the Center for Regionalism of its disagreement and the reasons why.

ARTICLE 13 - SUSPENSION OF THE CONTRACT

13.1. The Center for Regionalism may suspend implementation of the Contract or any part of it, if:

- a) the expert is not able to fulfill his/her obligations to carry out the work required (see Article 5)
- b) the expert has committed or is suspected of having committed:
 - substantial errors, irregularities or fraud or,
 - serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations, and breach of obligations relating to the Code of Conduct (see Annex 1).

13.2. The Center for Regionalism will formally notify the expert of the suspension of the Contract and the reasons why.

The suspension will take effect on the date the notification is sent by the Center for Regionalism.

It will be lifted if the conditions for resuming implementation of the Contract are met. The expert will be formally notified and, if necessary, the Contract will be amended to adapt it to the new situation (see Article 18).

If resuming implementation of the Contract is not possible, the Center for Regionalism may decide to terminate it (see Article 14.1).

Expenses incurred during suspension (including commitments to pay, such as flight or hotel reservations) will not be reimbursed.

ARTICLE 14 - TERMINATION OF THE CONTRACT

14.1. Termination of the Contract by the Center for Regionalism

14.1.1. The Center for Regionalism may terminate the Contract, if:

- a) the expert is not performing his/her tasks pursuant to the Contract or is performing them poorly (see Article 5);

b) the expert has committed:

- i) substantial errors, irregularities or fraud or
- ii) serious breach of obligations under the Contract or during the selection procedure (including improper implementation of the work, false declarations and breach of obligations relating to the Code of Conduct (see Annex 1);
- iii) the expert has been found guilty of grave professional misconduct, proven by any means;
- iv) the expert has a conflict of interest or is in breach of an obligation of confidentiality, as defined in the Code of Conduct (see Annex 1); or
- v) the Center for Regionalism deems that the tasks assigned to the expert under the Contract are no longer needed.

The Center for Regionalism may also terminate the Contract in case of force majeure or suspension of the Contract if resuming is not possible (see Articles 13.2 and 16.2).

14.1.2. The Center for Regionalism must formally notify the expert of its intention to terminate and the reasons why and invite him/her to submit observations within 30 days of receiving notification.

If no observations are submitted or the Center for Regionalism decides to pursue termination despite the observations it has received, it will formally notify confirmation of the termination to the expert. Otherwise, it will formally notify that the procedure is not continued.

The termination will take effect on the day after the notification of the confirmation is received by the expert.

14.2. Termination of the Contract by the expert.

14.2.2. The expert may terminate the Contract, if s/he is not able to fulfill his/her obligation to implement the work required (see Article 5).

14.2.3. The expert must formally notify termination to the Center for Regionalism stating:

- a) the reasons why, and
- b) the date the termination will take effect. This date must be at least 15 days after the notification.

If no reasons are given or if the Center for Regionalism considers that the reasons do not justify termination, the Contract will be considered to have been 'terminated improperly' (which may lead to the rejection of fees, allowances or expenses; see Article 12).

The termination will take effect on the date specified in the notification.

14.3. Effects

If the Contract is terminated, the expert must — within 30 days from when termination takes effect — submit a payment request (see Article 7).

Only fees for days worked, remote tasks carried out, and traveling expenses incurred will be fully and justly charged.

ARTICLE 15 - LIABILITY FOR DAMAGES

15.1. Liability of the Center for Regionalism

The Center for Regionalism cannot be held liable for any damage caused to the expert as a consequence of performing the Contract, except in the event of willful misconduct or gross negligence.

15.2. Liability of the expert

Except in case of force majeure (see Article 17), the expert must compensate the Center for Regionalism for any damage they sustain as a result of the implementation of the Contract or because the work was not implemented in full compliance with the Contract.

Thus, the Center for Regionalism may, for instance, claim damages linked to hiring another expert to replace the expert after termination of the Contract.

ARTICLE 16 - FORCE MAJEURE

16.1. 'Force majeure' means any situation or event that:

- prevents either party from fulfilling their obligations under the Contract;
- was unforeseeable, exceptional and beyond the parties' control;
- was not due to error or negligence on their part, and
- proves to be inevitable in spite of exercising due diligence.

The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
- labor disputes or strikes, or
- financial difficulties.

16.2. Any situation of force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all necessary steps to limit any damage due to force majeure and do their best to resume implementation of the Contract as soon as possible.

The party prevented by force majeure from fulfilling its obligations under the Contract cannot be considered in breach of them.

CHAPTER 6 - FINAL PROVISIONS

ARTICLE 17 - COMMUNICATION BETWEEN THE PARTIES

17.1. Communication under the Contract (information, requests, submissions, 'formal notifications' etc.) must:

- be made in writing;
- bear the Contract number;

If the electronic exchange system is temporarily unavailable, instructions will be given on the Center for Regionalism's websites.

17.2. Communications through the electronic exchange system are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the electronic exchange system).

Communications by e-mail are considered to have been made when they are sent by the sending party to the address set out below, unless the sending party receives a message of non-delivery.

ARTICLE 18 - AMENDMENTS TO THE CONTRACT

18.1. The Agreement may be amended in justified cases unless the amendment entails changes to the Contract which would call into question the procedure to select the expert.

Amendments may be requested by any of the parties.

The expert may not start any new work before the amendment takes effect.

18.2. The party requesting an amendment must submit to the other party the requested amendment (together with the reasons why).

If the party receiving the request agrees, it must sign the amendment, within 10 days of receiving notification. The amendment must be signed by both parties. If it does not agree, it must formally notify its disagreement within the same deadline.

An amendment enters into force on the day of the last signature.

The amendment takes effect on the date of entry into force or a future date agreed by the parties.

ARTICLE 19 - APPLICABLE LAW AND DISPUTE SETTLEMENT

19.1. The Contract is governed by law of the Republic of Serbia

19.2. Disputes concerning the Contract's interpretation, application or validity that cannot be settled amicably must be brought before the court of Novi Sad, Serbia.

ARTICLE 20 - ENTRY INTO FORCE OF THE CONTRACT

20.1. The Contract will enter into force on the day on which the last party signs.

SIGNATURES

Expert:

For the Center for Regionalism:

ANNEX 1

CODE OF CONDUCT

1. PERFORMING THE WORK

1.1 The expert must work independently, in a personal capacity and not on behalf of any organization.

1.2 The expert must:

a) evaluate each proposal in a confidential and fair way, in accordance with the applicable rules of Practical Guide and, in particular, with the Guidelines of the Call for Proposals;

b) perform his/her work to the best of his/her abilities, professional skills, knowledge and applying the highest ethical and moral standards;

c) follow the instructions and time-schedule given by the Center for Regionalism and the responsible staff.

1.3 The expert may not delegate the work to another person or be replaced by another person.

1.4 If a person or entity involved in a proposal approaches the expert before or during the evaluation, s/he must immediately inform the Center for Regionalism.

1.5 The expert may not be (or become) involved in any of the actions resulting from the proposal that s/he evaluated (at any stage of the procedure, including for two-stage calls).

2. IMPARTIALITY

2.1 The expert must perform his/her work impartially and take all measures to prevent any situation where the impartial and objective implementation of the work is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests').

The following situations will automatically be considered as conflict of interest:

a) for a proposal s/he is requested to evaluate, if s/he:

i) was involved in the preparation of the proposal;

ii) is a director, trustee or partner or is in any way involved in the management of an applicant (or linked third party or other third party involved in the action);

iii) is employed or contracted by one of the applicants (or linked third parties, named subcontractors or other third parties involved in the action)

iv) has (or has had during the last five years) a scientific collaboration with the principal investigator of the proposal;

v) has (or has had) a relationship of scientific rivalry or professional hostility with the principal investigator of the proposal;

vi) has (or has had), a mentor/mentee relationship with the principal investigator of the proposal.

In this case, the expert must be excluded from the evaluation of the proposal application concerned and may not take part in any discussion or scoring of the proposal and must leave the room or the electronic forum when it is discussed ('out of the room' rule). Part of an evaluation to which the expert already participated must be declared void. Comments and scores already given must be discounted. If necessary, the expert must be replaced and the proposal concerned must be re-evaluated.

b) for a proposal s/he is requested to evaluate AND for all proposals competing for the same call, if s/he:

i) has submitted a proposal as a principal investigator or a team member, under the same call;

ii) was involved in the preparation of any proposal submitted within the same call;

iii) would benefit if any proposal submitted within the same call is accepted or rejected;

iv) has close family ties (spouse, domestic or non-domestic partner, child, sibling, parent etc.) or other close personal relationship with a person (including linked third parties or other third parties) involved in the preparation of any proposal submitted within the same call, or with a person which would benefit if such a proposal is accepted or rejected.

In this case, the expert may not evaluate any proposal in the call concerned ('out of the call' rule). Parts of an evaluation to which the expert already participated must be declared void. Comments and scores already given must be discounted. If necessary, the expert must be replaced and the proposals concerned must be re-evaluated.

The following situations may be considered as conflict of interest if the responsible Center for Regionalism staff so decides, in view of the objective circumstances, the available information and the potential risks:

i) employment of the expert by one of the applicants (or linked third parties or other third parties involved in the action) in the last three years;

ii) involvement of the expert in a contract, grant, prize or membership of management structures (e.g. member of management or advisory board etc.) or research collaboration with an applicant, a linked third party or another third party involved in the action in the last three years;

iii) any other situation that could cast doubt on his/her ability to participate in the evaluation impartially, or that could reasonably appear to do so in the eyes of an outside third party.

In this case, the responsible Center for Regionalism staff may decide to exclude the expert from the evaluation (and on the scope, i.e. only for the proposal concerned or also for competing proposals, or the entire call) and, if necessary, to replace him/her and organize a re-evaluation.

2.2 The expert will be required to confirm — for each proposals/he is evaluating — that there is no conflict of interest, by signing a declaration.

If the expert is (or becomes) aware of a conflict of interest, s/he must immediately inform the responsible Center for Regionalism staff and stop working until further instructions.

2.3 If the expert breaches any of his/her obligations under Points 2.1 and 2.2, the Center for Regionalism may apply the measures set out in Chapter 5, and in particular terminate the Contract (see Article 14).

3. CONFIDENTIALITY

3.1 During implementation of the Contract and for five years after the date of the last payment, the expert must keep confidential all data, documents or other material (in any form) that is disclosed (in writing or orally) and that concerns the work under the Contract ('confidential information').

Unless otherwise agreed with the responsible Center for Regionalism staff, s/he may use confidential information only to implement the Contract.

The expert must keep his/her work under the Contract strictly confidential, and in particular:

- a) not disclose (directly or indirectly) any confidential information relating to proposals or applicants, without prior written approval by the Center for Regionalism;
- b) not discuss proposal(s) with others (including other experts or the Center for Regionalism staff that are not directly involved in the evaluation of the proposals, except during evaluation meetings and with prior approval by the responsible Center for Regionalism staff;
- c) not disclose:
 - i) details on the evaluation process or its outcome, without prior written approval by the Center for Regionalism;
 - ii) details on his/her position/advice;
 - iii) the names of other experts participating in the evaluation.
- d) not communicate with applicants (including linked third parties or other third parties involved in the actions, nor with the principal investigators or potential team members or persons linked to them during the evaluation or afterwards — except in panel hearings, interviews or on-site visits.

If the Center for Regionalism makes documents or information available electronically for remote work, the expert is responsible for ensuring adequate protection and for returning, erasing or destroying all confidential information after the end of the evaluation (if so instructed).

If the expert works on Center for Regionalism premises, the expert:

- (a) may not remove from the premises any documents, material or information on the proposals, or on the evaluation;
- (b) is responsible for ensuring adequate protection of electronic documents and information and for returning, erasing or destroying all confidential information after the end of the evaluation (if so instructed).

If the expert uses outside sources (for example internet, specialised databases, third party expertise etc.) for his/her evaluation, s/he:

- (a) must respect the general rules for using such sources;
- (b) may not contact third parties, without prior written approval by the Center for Regionalism

The confidentiality obligations no longer apply if:

- a) the Center for Regionalism agrees to release the expert from the confidentiality obligations;
- b) the confidential information becomes public through other channels;
- c) disclosure of the confidential information is required by law.

3.2 If the expert breaches any of his/her obligations under Point 3.1, the Center for Regionalism may apply the measures set out in Chapter 5.

TERMS OF REFERENCE

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1. Context and background information

In November 2011, the four Ministers of Foreign Affairs of the Partner Countries signed a Joint Declaration together with a Framework Programme in which it was agreed that a RHP should be established. An international donors' conference took place in Sarajevo on April 24, 2012 where the international donors, including the European Commission, pledged the amount of EUR 261 million.

The objective of the Regional Housing Programme is to make a substantial contribution to the satisfactory resolution of the protracted problem of the remaining refugees and displaced persons in the Partner Countries (PC) by providing long-lasting, sustainable housing solutions. The RHP is aimed to benefit close to 74,000 people or 27,000 households over a five-year period. It comprises four country housing projects, one in each Partner Country and each implemented by the relevant Partner Country through a number of sub-projects over the five year period. After some years of implementation, the RHP is in full swing with a total of 3,000 housing solutions foreseen to be delivered to beneficiaries this year.

Assistance is provided through provision of three types of housing solutions:

- Construction of flats;
- Construction of pre-fabricated houses;
- Provision of construction material packages;
- Purchase of village houses

The Action will be fully coordinated with activities related to the Regional Housing Programme (RHP) implementation. The RHP (<http://regionalhousingprogramme.org/>) is only part of a wider regional process that encompasses the undoubtedly most important issue of housing care, but also all other problems refugees and displaced persons are faced with. The objective of the RHP, which consists of four Country Housing Projects (CHPs), is to make a substantial contribution to the satisfactory resolution of the protracted problem of the remaining refugees and displaced persons in the Partner Countries (PC) by providing long-lasting, sustainable housing solutions. One of the assumption and preconditions for

the fulfillment of the RHP's objective of durable housing solutions is that PCs ensure the long-term sustainability of the housing solutions, through socio-economic integration of the end-beneficiaries into the local communities.

As project deliverables become available, the attention is turning to ensuring sustainability of the programme, or, better put, that housing solutions provided are durable in the full sense of the word.

This means that not only should beneficiaries have access to a sound housing connected to sewage, water and electricity, but they should also be able to generate some revenue, and, importantly have access to their citizen's rights, be this expressed as access to social services, education, health insurance, pension rights, or rights to citizenship. This Action will work to support continued attention to the elements that build durable solutions for RHP beneficiaries. It will do so both by offering data collection services to RHP governments, and by giving the opportunity to CSOs active in the field to offer specific support that can enhance the livelihoods and rights of RHP beneficiaries, or help integration in wider terms.

1.1. Regional Housing Programme per Country

1.1.1 Serbia

Of 537,937 refugees, registered in Serbia in 1996, 350,000 received Serbian citizenship, making it one of the vastest integration processes in modern Europe. There are approximately 28,000 refugees living in Serbia today, with the decrease in the number resulting from their integration in the Republic of Serbia. The majority of refugees opted to stay and permanently settle in Serbia after acquiring citizenship, whereas a number of them returned and the rest decided to move to other countries. The settlement of the refugee problem is a long and a complex process. For all these years, the Republic of Serbia has been providing housing for the most vulnerable refugee families in a concerted manner, financed from budget and donor funds. However, the funds available were disproportionate to the needs. Serbia played an important role in promoting a regional initiative that resulted in the establishment of the Regional Housing Programme (RHP).

The Government of the Republic of Serbia, together with its partners, remains strongly committed to the implementation of the RHP that will provide housing for 18,000 refugee families in Serbia. The RHP implementation is now in full swing. As of June 2018, RHP has already provided housing to 2,000 most vulnerable refugee families in Serbia. The RHP is currently one of the biggest construction sites in the Republic of Serbia and the region, since more than 30 sites have been opened across Serbia, and it is expected that new beneficiaries will move into their flats, whose construction is now in the final stages. Serbia, today, is implementing seven sub-projects within the framework of the RHP, for a total grant amount of EUR 140 million. Serbia is close to accommodating almost two thousand families under this Programme. The RHP management is aware that the provision of housing units alone cannot be a durable solution, hence the sustainability, i.e. infrastructure and the social and economic conditions for the sustainable return and integration of refugees, needs to be ensured. RHP Country Housing Project in Serbia consists of 8 Sub-Projects, with the extension of the Sub-Project SRB4, designed to provide

durable housing solutions through delivery of apartments, pre-fabricated houses, village houses and construction material to the following two categories:

- CATEGORY I (2%) includes all 1991-1995 refugees, regardless of their status, who are residents of collective centres or other forms of collective accommodation, either formal or informal ones,
- CATEGORY II (98%) includes all 1991-1995 vulnerable refugees, accommodated privately and all former occupancy right holders without a durable solution in their country of origin or reception country.

The target group of this Call for Proposals are the beneficiaries of the Sub-projects SRB1, SRB2 and SRB4, recipient of the construction material, i.e. most vulnerable families who have health issues, conditions and diseases, with limited income from pension, social benefits, or daily wages, and cannot afford the installation of the construction material.

1.1.2. Bosnia and Herzegovina

The Regional Housing Programme (RHP) in Bosnia and Herzegovina is expected to provide durable and sustainable housing solutions to several categories of vulnerable refugees, internally displaced persons (IDPs) and returnees either in their places of origin (3,820 families), places of displacement (1,500 families) or within institutions of the social welfare system (80 families). In all, as per the original scope, 5,400 households (or 14 000 individuals) should be assisted. As at end 2017, the RHP in Bosnia and Herzegovina had provided durable housing solutions for close to 500 beneficiary families. The RHP is now entering its most intensive phase in delivering the results, with 1,200 housing units planned to be completed in 2018. By targeting the most vulnerable displaced populations, the RHP is also making a substantial contribution to fulfilling national obligations in addressing poverty reduction, social inclusion and economic empowerment. RHP stakeholders also recognize that, in addition to housing, CARE – Contribution to Access of Refugees and IDPs to Rights and Employment Opportunities, vulnerable beneficiary families must be provided with access to utilities, economic, opportunities and social rights.

1.1.3. Croatia

In Croatia, the Regional Housing Programme (RHP) is expected to provide durable housing solutions to several categories of refugees, internally displaced persons (IDPs) and returnees either in their places of origin or places of displacement, as well as within institutions of the social welfare system. Altogether, 412 housing solutions will be delivered under the sub-projects approved so far, to the benefit of over 1000 most vulnerable persons. Throughout the year 2017, the Republic of Croatia has continued implementing projects within the scope of the Regional Housing Programme, and has successfully completed three sub-projects, while the sub-project “Purchase of 101 flats” is in its final phase. The focus is now on implementation of the sub-project “Organized renovation, reconstruction and construction of 62 houses”. The Central State Office for Reconstruction and Housing Care is fully committed to continue with implementation of the RHP in the forthcoming years through three newly proposed sub-projects:

- Sub-project HR7 - Construction of a residential building for 21 families in Vukovar

- Sub-project HR8 - Renovation, reconstruction or construction of up to 25 family houses
- Sub-project HR9 - Purchase of up to 38 flats

At this point in time, within competent state offices of the Republic of Croatia, there are unresolved cases of over hundred potential RHP beneficiaries, i.e. former holder of tenancy right, who now most likely reside on the territory of the Republic of Serbia or Bosnia and Herzegovina. The applicants of unresolved cases are inaccessible because they have changed their address several times and have not submitted the current addresses to the competent authority. The methodology of cross-border verification enables Central State Office for Reconstruction and Housing Care of Republic of Croatia to, through cooperation with the Commissariat for Refugees and Ministry of Internal Affairs of the Republic of Serbia, locate these applicants. Only after these applicants have been identified, contacted and found eligible for housing care can they become potential RHP beneficiaries, i.e. if they meet the RHP vulnerability criteria.

1.1.4. Montenegro

Over the past 20 years, Montenegro has provided shelter to displaced persons from Bosnia and Herzegovina and Croatia, as well as to internally displaced persons (IDPs) from Kosovo.

The Montenegrin Government has over the years constructed some 1,300 housing units with the support of international donors; however, this has not been enough to cover the needs. In Montenegro, the Regional Housing Programme (RHP) is expected to provide durable housing solutions to the most vulnerable displaced and internally displaced persons through local integration (5,973 persons) or within institutions of the social welfare system (90 persons). In total, as per the original scope, 1,177 households (or 6,063 individuals) should benefit from the RHP. While some of the displaced persons and IDPs have already integrated locally, most of them are still in need of assistance due to their extreme socio-economic vulnerability.

Under the Sub-project MNE8 Ministry of Labor and Social Welfare has planned the construction of minimum 50 individual houses in various municipalities in Montenegro (Plav, Petnjica, Rozaje, Berane, Bijelo Polje, Pljevlja, Mojkovac, Kolasin, Podgorica, Danilovgrad, Niksic, Kotor, Herceg Novi, Tivat, Ulcinj) for the persons who already own a land and have building permits. The Ministry of Labor and Social Welfare conducts the procedure of selecting the beneficiaries with the support of UNHCR and OSCE. Public calls for selecting the beneficiaries, for which 107 families from 17 municipalities applied, were published so that the structure of future houses could be determined. Selected beneficiaries will be able to move into their houses by the end of 2018. Despite the fact that these families have been provided with durable housing solutions, they still need assistance in accessing income generation opportunities, especially families residing in the North of Montenegro, i.e. in municipalities Plav, Petnjica, Gusinje, Bijelo Polje.

2. Purpose, objectives and scope of the Sub-Granting Programme

Sub-granting programme is funded under the Action “CARE - Contribution to Access of Refugees and IDPs to Rights and Employment Opportunities” reference number IPA/2017/ 394-290, funded by the

European Commission under Component 5 of the Multi-Country Civil Society Facility and Media Programme 2016-2017.

The overall objective of the sub-granting programme is to contribute to technical, socio cultural and economic sustainability of the Regional Housing Programme by increasing the effectiveness of CSOs in undertaking the initiatives focused on RHP end beneficiaries. The sub-granting programme is coordinated by the Center for Regionalism (Serbia) and will be implemented in Bosnia and Herzegovina, Croatia, Montenegro and Serbia. The co-coordinating organizations and authorized representatives in other countries are Forum of Tuzla Citizens (FTC), Civic Committee for Human Rights (CCHR), Initiative for Regional Cooperation, respectively.

Specific objectives of the sub-granting programme are:

1. To support government's sustainability monitoring through participatory collection of three areas of RHP sustainability data: a) Technical (housing-related), b) Socio-economic (livelihood-related), c) Socio-cultural (rights-related).
2. To contribute to the RHP sustainability in the areas of rights and livelihoods of the RHP end-beneficiaries.

2.1. Priorities of the Sub-Granting Programme per country

2.1.1. Serbia

The families have been selected by the Commissariat for Refugees and Migration of the Republic of Serbia, OSCE and UNHCR. The following priorities have been given for each LOT under the Sub-grating Programme for Serbia:

Elements of the sub-granting programme	Serbia
Target groups	<p>LOT 1 Representative sample of the end beneficiaries of the RHP Country Housing Project for Serbia, as determined on the basis of the methodology developed by the Commissariat for Refugees and Migration, OSCE and UNHCR.</p> <p>LOT 2 End beneficiaries of the RHP Sub-Projects SRB1, SRB2, SRB4 who received construction material, i.e. most vulnerable families, as selected by the Commissariat for Refugees and Migration, OSCE and UNHCR, residing in Apatin, Vršac, Pančevo, Šid, Odžaci, Kikinda, Čoka, Sombor, Stara Pazova, Ruma, Bačka Topola.</p>
Activities	<p>LOT 1 - Conduct interviews and fill questionnaires developed by SCRM/UNHCR/OSCE</p> <p>LOT 2 - Provide installation of the construction material in the municipalities of Apatin, Vršac, Pančevo, Šid, Odžaci, Kikinda, Čoka, Sombor, Stara Pazova, Ruma, Bačka Topola, to the families selected by the Commissariat for Refugees and Migration; - Provision, delivery, monitoring and completion of the following work: masonry; plate construction (fert beams, concreting); plastering, plating and painting; roofing with insulation; ceramic works; laying of cement screed and laminate; installation of joinery;</p>

	installation of sanitary facilities; facade construction.
Objectives	<p>LOT 1</p> <p>-To support government's sustainability monitoring through participatory collection of RHP sustainability data on socio-economic status of RHP beneficiaries in cooperation with the Commissariat for Refugees and Migration;</p> <p>-LOT 2</p> <p>-To contribute to the RHP sustainability in the areas of livelihoods of the RHP end-beneficiaries, through assistance with installation of the construction material to most vulnerable families selected within sub-projects SRB1, SRB2 and SRB4</p>
LOT 1	16,000 €
LOT 2	104,000 €
TOTAL	120,000 €

2.1.2. Bosnia and Herzegovina

The following priorities have been given for each LOT under the Sub-grating Programme for Bosnia and Herzegovina:

Target groups	<p>LOT 1 - Potential returnees who currently reside in the Republic of Serbia, in Belgrade and Novi Sad, potentially returning to Bosnia and Herzegovina, municipalities of Bosansko Grahovo (24), Glamoč (20), Sanski Most (18), Bihać (16), Drvar (15), Livno (15), Mostar (13), Bosanski Petrovac (12).</p> <p>LOT 2 - IDPs selected for the provision of flats through the CHP Sub-project BiH3, which foresees the construction of 552 flats in total, i.e. Brčko distrikt BiH – 16 flats Prijedor, RS – 32 flats and Tuzla, FBiH – 34 flats, based on the list developed by the Ministry for Human Rights and Refugees</p>
Types of activities	<p>LOT 1</p> <p>Interview with pre-selected beneficiaries through field visits in close cooperation with the Commissariat for Refugees and Migration Of the Republic of Serbia and the Ministry for Human Rights and Refugees of Bosnia and Herzegovina;</p> <p>Assessment of the needs of identified returnees;</p> <p>Assistance to RHP beneficiaries during return, in terms of informing them so they can make advised decisions on sustainable return and reintegration in their pre-war communities.</p> <p>LOT 2</p> <p>Procurement, distribution and delivery of housing kits containing laundry machine, refrigerator, kitchen elements and a dresser to beneficiaries selected in cooperation with the Ministry for Human Rights and Refugees</p>
Objectives	<p>LOT 1</p> <p>Support government's efforts towards sustainability of return through participatory collection of data on the needs of returnees in cooperation with the Ministry for Human Rights and Refugees of Bosnia and Herzegovina;</p> <p>Diminishing the risk of low occupancy upon providing the housing solutions.</p> <p>LOT 2</p> <p>Socio-economic integration of selected IDPs;</p> <p>Reduction of poverty among the population of refugees, IDPs and returnees.</p>
Financial allocation for LOT 1	6,000 €
Financial allocation for LOT 2	60,000 €
TOTAL	66,000 €

2.1.3. Croatia

The following priorities have been given for each LOT under the Sub-grating Programme for Croatia:

Elements of the sub-granting programme	Croatia
Target groups	<p>LOT 1</p> <ul style="list-style-type: none"> - Former holders of tenancy rights, i.e. applicants of unresolved cases with competent state offices, identified through cross-border verification procedures. <p>LOT 2</p> <ul style="list-style-type: none"> - Beneficiaries of the sub-projects HR7, HR8 and HR9, i.e. returnees from Serbia to Croatia
Activities	<p>LOT 1</p> <ul style="list-style-type: none"> - Direct assistance to former holders of tenancy rights in obtaining documents and applying for the RHP <p>LOT 2</p> <ul style="list-style-type: none"> - Providing support to beneficiaries of RHP sub-projects HR7, HR8 and HR9 i.e. during return, - Assistance in accessing rights and social services
Objectives	<p>LOT 1</p> <ul style="list-style-type: none"> - To support government efforts in resolving the issues of former holder of tenancy rights <p>LOT 2</p> <ul style="list-style-type: none"> - To contribute to the RHP sustainability in terms of diminishing the risk of low occupancy - To contribute to socio-economic integration of returnees
LOT 1	2,000 €
LOT 2	20,000 €
TOTAL	22,000 €

2.1.4. Montenegro

The following priorities have been given for each LOT under the Sub-grating Programme for Montenegro:

Elements of the sub-granting programme	Montenegro
Target groups	<p>LOT 1</p> <p>Representative sample of all beneficiaries of MNE8</p> <p>LOT 2</p> <p>Beneficiaries of MNE8 residing in the following municipalities: Plav, Petnjica, Gusinje Bijelo Polje.</p>
Activities	<p>LOT 1</p> <ul style="list-style-type: none"> - Assessment of needs and socio-economic status of the beneficiaries selected for survey, based on the methodology of Catholic Relief Services and in cooperation with the Ministry of Labor and Social Welfare; - Creation of socio-economic cards of families. <p>LOT 2</p> <ul style="list-style-type: none"> - Providing specific forms of assistance and support to the beneficiaries of the MNE8 Sub-project, selected from the preliminary list of the Ministry for Labour and Social Welfare, according to clearly defined criteria, e.g.: - Design and deliver training programmes, at own initiative or in cooperation with relevant government institutions;

	<ul style="list-style-type: none"> - Assistance to RHP end-beneficiaries in accessing education, employment, self-employment and income-generating opportunities; - Assistance to RHP end-beneficiaries in obtaining documents, and registering business with government; - Procurement and delivery of packages for self-sustainable living conditions.
Objectives	<p>LOT 1</p> <ul style="list-style-type: none"> - To support government's sustainability monitoring through participatory collection of three areas of RHP sustainability data: a) Technical (housing-related), b) Socio-economic (livelihood-related), c) Socio-cultural (rights-related); <p>LOT 2</p> <ul style="list-style-type: none"> - To contribute to the RHP sustainability in the areas of rights and livelihoods of the RHP end-beneficiaries
LOT 1	2,000 €
LOT 2	20,000 €
TOTAL	22,000 €

3. Working approach and methodology

3.1. Guidelines for applicants

The guidelines for applicants (which include the application form and other annexes) explain the purpose of the call for proposals, the rules on eligibility of applicants, the types of action and costs which are eligible for financing, and the evaluation (selection and award) criteria (see template guidelines for applicants). They also contain instructions on how to fill in the application form, what to attach to it and what procedures to follow for applying. They give information on the evaluation process that will follow (including an indicative timetable) and the contractual conditions applying to successful applicants.

3.2. Eligibility criteria

The eligibility criteria determine the conditions for participating in a call for proposals. They must be drafted with due regard for the objectives of the action and be transparent and non-discriminatory. The eligibility criteria apply to two different points:

- Eligibility of the applicants: this refers to the applicants' legal and administrative status - see in particular section 6.3.3 (rules on nationality and grounds for exclusion). If a call for proposals relates to actions that might or need to be implemented by several entities, the minimum, maximum or the recommended number of entities and the eligibility criteria applicable to each entity or to all together may be specified.
- Eligibility of the action: this refers to the types of activities, sectors or themes and geographical areas covered by the call for proposals.

3.3. Evaluation criteria: selection and award

The evaluation criteria consist of selection and award criteria, all of which are defined in the evaluation grid.

- the selection criteria are used to assess the lead applicant's financial capacity as well as the lead applicant's and the co-applicant(s)'s operational capacity to complete the proposed action;
- the lead applicant must have stable and sufficient sources of funding to keep operating throughout the action implementation period and to participate, where appropriate, in its funding;
- applicants must have altogether the necessary experience, professional competencies and qualifications to complete the proposed action.

The financial capacity has to be always verified even if the beneficiary is designated in the basic act or it is in a monopoly situation as the financial interests of the European Union have to be protected in any case.

3.4. The Evaluation Committee

3.4.1. Composition

Proposals are evaluated by an evaluation committee appointed by the contracting authority comprising a non-voting chairperson, a non-voting secretary and an odd number of voting members (the evaluators) with a minimum of three of them. The evaluation committee members should attend all meetings, except the opening meeting. Any absence must be recorded and explained in the evaluation report. A member who withdraws from the evaluation committee for whatever reason must be replaced by a substitute evaluator designated according to the standard procedure for appointing members of the evaluation committee. The chairperson of the evaluation committee determines to what extent the evaluation process must be restarted. This decision and any other decision relating to the replacement of a committee member must be recorded and reasons given in the evaluation report. All evaluators have equal voting rights. The evaluation committee should be formed early enough to ensure that the members (and any observer appointed by the European Commission, in the case of indirect management with partner countries with ex-ante controls) are available in time to prepare and conduct the evaluation process. The allocation of the final scores is a joint decision of the evaluation committee.

However, the assessment of proposals may be split among the voting members. In this case, each concept note or full application must be assessed independently at least by two voting members.

The committee reserves the right to perform re-evaluations in duly substantiated cases. However, in the case of substantial discrepancies between the two assessments, the committee must re-evaluate the application concerned.

3.4.2. Use of assessors

The assessment of all applications, will be carried out by internal assessors so that the evaluation committee may conduct its deliberations on the basis of their assessments: Different assessors will be appointed for different lots.

Assessors work under the supervision of the chairperson of the evaluation committee, who - in case the call is managed at Commission headquarters - may delegate this task to the relevant task manager.

Assessors may attend the meetings of the evaluation committee as observers to present the results of their assessments and answer any questions from the evaluation committee members.

For the administrative checks (including the eligibility of the action), the assessors check each proposal against the criteria listed in the checklist and the declaration by the lead applicant (see the application form). Each proposal need only be checked by one assessor. For the evaluation of full applications, assessors must use the published evaluation grids to give scores and provide comments.

At least two assessors must assess each proposal, working independently of each other. In case of scarcity of internal resources, external assessors may also be chosen. The external assessors must have an in-depth knowledge of the issues covered by the grant programme concerned.

3.4.3. Impartiality and confidentiality

No information about the examination, clarification, or evaluation of tenders, or proposals, or decisions about the award of a contract, may be disclosed before the evaluation report is approved by the contracting authority.

Any attempt by a tenderer, candidate or applicant to influence the process in any way (whether by making contact with members of the evaluation committee or otherwise) will result in the immediate exclusion of its tender or proposal from further consideration.

In duly justified cases, proceedings can be done using videoconference systems. The system to be used must ensure the confidentiality of the communication. Any electronic transfer of information needed under this modality must also guarantee its confidentiality.

In order to keep the proceedings confidential, attendance at evaluation committee meetings is strictly limited to the committee members and to any authorised observer.

Apart from the copies given to the assessors or EU delegations in call for proposals, the tenders or proposals must not leave the room/building in which the committee meetings take place before the conclusion of the work of the evaluation committee. They must be kept in a safe place when not in use.

The evaluation committee must be formed early enough to ensure that the members (and any observer appointed by the European Commission) are available in time to prepare and conduct the evaluation process. The tenders must be evaluated in time to allow the procedure to be completed within the validity period of the tenders. Extending the validity of tenders should be avoided. It is very important that all tenderers, whether successful or unsuccessful, receive information without delay.

Once the evaluation has been completed, the contracting authority is required to promptly approve the evaluation report and take the award decision in annex to the evaluation report. Any failure of the contracting authority to approve the evaluation report or to follow any recommendations and conclusions contained in the report must be subject to a detailed and reasoned written explanation.

3.4.4. Opening session and administrative checks

Under indirect management and direct management in cases where some applications are received on paper all proposals received should be opened in an opening session (after expiry of the submission deadline) at which the registration details are checked and the proposals numbered.

The secretary to the evaluation committee supervises the opening session and requests the assistance of other staff of the contracting authority if need be.

- The register of concept notes/proposals should contain the following information:
- The registration number of the concept note/proposal
- The date of submission
- The lead applicant's name and address.

For each proposal:

- The original is kept safely in the archives of the contracting authority;
- Copies are distributed to the evaluators and, where applicable, to the assessors.

The proposals that met the deadline are then subject to an administrative check to assess whether the criteria mentioned in the checklist are fulfilled. Under no circumstances may assessors or members of the evaluation committee change the checklist.

Note that the administrative check also includes an assessment of the eligibility of the action. Administrative checks will be carried out internal assessors.

If any of the requested information is missing or is incorrect, the application may be rejected on that sole basis and the application will not be evaluated further. However, if due to a clerical error on the part of the applicants, the applicants fail to submit evidence or to give a statement, the evaluation committee may, except in duly justified cases, ask the lead applicant to provide, within a set deadline, the missing information or clarify supporting documents. Such information or clarifications may not substantially change the proposal or alter the terms of the call. Once received, the evaluation committee may use its discretion in deciding whether it should be accepted, while ensuring equal treatment of proposals and proportionality. Whatever the evaluation committee decides, this must be fully recorded and reasons given in the evaluation report.

The contracting authority must keep proposals not considered for further evaluation. If the members of the evaluation committee do not carry out the check themselves, the evaluation committee must review the conclusions of the assessors using the completed grids. To facilitate the evaluation committee's review of the assessments, the secretary must ensure that one list is drawn up containing proposals which did not comply with the administrative checks. Reasons must be given for each entry on the list.

Following the opening session (where relevant), and the administrative checks, the evaluation committee meets to decide on any contentious case (including the eligibility of actions) and proceeds with the evaluation of the concept notes.

3.4.5. Evaluation of the full applications

For restricted procedures, the opening session (indirect management only) and administrative checks described above are also undertaken before the full application is evaluated.

The quality of the full applications is assessed using the evaluation grid containing the selection and award criteria. Comments are made for each subheading on the basis of the questions and criteria used for that heading. The overall assessment is based on the scores obtained under each subheading, added up by heading. If the evaluation committee does not evaluate the applications itself, the final score is the arithmetical average of the scores given by the assessors. For indirect management, the completed assessments for each proposal must be sent to the evaluation committee.

The completed evaluation grids for each full application must be sent to the evaluation committee. The secretary then draws up a list of all the proposals, ranked by score. The highest scoring applications will be pre-selected until the available budget for this call for proposals is reached.

Following the evaluation of the full applications, the contracting authority informs all lead applicants in writing of the results of the evaluation, whether or not they passed the opening and administrative checks and whether they have been provisionally selected according to their score. Those whose proposals have been provisionally selected will be invited to supply the required supporting documents.

3.4.6. The evaluation committee's conclusions

The evaluation committee drafts its recommendations after the assessors have examined all the proposals. It must not change the assessors' scores or recommendations and must not alter the evaluation grids completed by the assessors.

The evaluation committee may decide to approve the ranking drawn up by the secretary on the basis of the assessors' report. If the evaluation committee does not accept the scores awarded by the assessors to a proposal (being the most justifiable case where there is a significant difference or clear discrepancies between the scores awarded by the assessors), it must give reasons for this decision in the evaluation report. The committee then has to prepare a new evaluation grid (either collective or prepared by one of the voting members of the committee) for the proposal concerned. A new list will be produced on the basis of the scores from the new evaluation, which replace those given by the assessors. The new evaluation may also cover only one or more parts of the evaluation (for example, where the evaluation committee decides to re-evaluate only the relevance of the actions).

All such decisions must be recorded and fully substantiated in the evaluation report. The evaluation grids completed by the members of the evaluation committee must be kept with those completed by the assessors.

The evaluation committee's decisions are taken independently and in an advisory capacity. The evaluation committee must ultimately draw up a list of the proposals selected for financing, indicating the score obtained by each proposal, the requested amount of the proposed grant and the proportion of the eligible costs proposed to be financed. Subject to the following considerations, this list is made up of the proposals obtaining the best scores, ranked by order, within the limits of the funds available under the call for proposals.

- The evaluation committee may recommend the selection of a proposal under certain conditions that should be met prior to contract signature. Any such conditions, however, should not call into question the grant award decision or be contrary to the equal treatment of applicants, i.e. no preferential treatment may be given to any potential beneficiary
- The evaluation committee may decide not to allocate all the available funds if it finds that there are too few proposals of the quality required to receive a grant. In other words, the mere availability of funds should not lead to the award of proposals that do not reach the necessary level of quality.
- The evaluation committee may draw up a list by subject or geographical area according to the guidelines for applicants.
- The evaluation committee may reject a proposal if it has selected another which is of a similar nature but has been awarded a higher score.
- Where several proposals submitted by the same lead applicant are selected for financing, but the lead applicant does not have the financial and operational capacity required to implement all the actions together, the committee may reject the proposals which have been awarded a lower score, and select the proposals that the lead applicant has the capacity to implement.

The evaluation committee may also draw up, in the same conditions, a ranked reserve list comprising a limited number of proposals that obtained the best scores after those selected for financing. This reserve list is valid for the period stated in the evaluation report. The proposals included in that list are likely to receive a grant if funds become available under the call for proposals (if the eligible costs of the selected proposals decrease, or it is impossible to sign a contract with the selected applicants, etc.).

The final evaluation report, covering the eligibility checks, is drawn up following the final meeting of the evaluation committee. It must be signed by all members of the evaluation committee.

Once the approvals have been given, the contracting authority will begin awarding the grants. The award decision states the subject and overall amount of the decision, the approved evaluation report and, where appropriate, the grounds for the decision by the contracting authority to depart from the recommendations made by the evaluation committee in the report in respect of a particular proposal.

Subject to the contracting authority's legislation on access to documents, the entire procedure, from the drawing-up of the call for proposals to the selection of successful applicants, is confidential. The evaluation committee's decisions are collective and its deliberations must remain secret. The evaluation committee members and assessors are bound to secrecy. If its law conflicts with the confidentiality

required, the contracting authority must obtain prior authorization from the European Commission before disclosing any information.

3.4.7. Notification of applicants

Letters to successful lead applicants must be sent within 15 days of the award decision: unsuccessful lead applicants must be informed that they have not been selected (including the reasons why they were unsuccessful) within 15 days of the notification to the successful lead applicants.

3.4.8. Contract preparation and signature

In preparing grant contracts for each of the successful applicants on the final list, the contracting authority must follow the steps outlined in section 2.9.2.

The budget proposed for the action by the successful applicants at the call for proposals stage must be corrected to remove any obvious arithmetical errors or ineligible costs prior to signing the contract. The description of the action is corrected accordingly if need be.

The contracting authority may decide that other clarifications or minor corrections may be made to the description of the action or to the budget in so far as they do not call into question the grant award decision, do not conflict with equal treatment of applicants, and:

- relate to matters clearly identified by the evaluation committee; or
- aim at taking into consideration changes which have occurred since the date of receipt of the proposal.

These amendments cannot lead to an increase in either the amount of the grant or the percentage of the co-financing fixed by the evaluation committee for the European Union contribution. In this respect, records of the contacts with the applicants must be kept on the file.

In direct management, the signing of a grant contract with an applicant must take place within 3 months from the notification of the award decision. However, in exceptional circumstances, in particular in case of complex actions (such as multi-beneficiaries calls or, in case of calls with a large number of proposals) or where there have been delays attributable to the applicants, this rule should not be applied.

Any other alteration to the successful applicant's proposal, or negotiation of it, is prohibited.

Use of reserve lists:

Once the above mentioned procedure has been followed, and all possible contracts have been signed with successful applicants on the final list, it may be the case that some funds remain available under the budget of the call for proposals. It may even be the case that additional funds are added while the reserve list is still valid.

In these cases, the procedure for signing additional contracts from the reserve list will be:

- If the funds still available suffice to finance the requested European Union contribution from the first runner on the reserve list, the provisions above regarding the notification and contract preparation/signature are followed. In order to verify whether the funds are enough, the arithmetical errors and potential ineligible costs must have been taken into consideration as they may lead to a reduction of the budget.
- If the funds available do not suffice, this same applicant will be offered the possibility to increase its co-financing in order to bridge the gap. If the applicant is able to do so (please note that, as a result of this exercise, the percentage of eligible costs must remain within the authorized co-financing rules set by the guidelines of the concerned call), the contract will be signed in line with the instructions in this chapter. In the case that no additional funds can be secured by the applicant, or in case that the new percentage of co-financing is not compliant with the guidelines for applicants, no contract will be signed and the second runner in the list will be contacted. The same approach is followed (availability of funds to finance the action after correction of potential arithmetical errors or ineligible expenditure, possibility is given to increase their contribution if the remaining funds cannot cover the requested EU financing, etc.).

If needed, the same will be done with the subsequent applicants on the reserve list (3rd, 4th, etc.).

Under no circumstances will applicants be requested to reduce or amend their actions (apart from the possible corrections and clarifications explained in this chapter) in order to make them fit the available European Union financing, since this would entail a negotiation and an alteration of the proposal.

This procedure may lead to situations where lower ranked proposals are finally given a contract instead of higher ranked ones. For the sake of transparency and equal treatment, it is important to keep a record of all communications with the applicants when following the above described process.

4. Meetings, reporting and deadlines

meeting(s) and other work involving travel:

briefing: at the premises of the Center for Regionalism, Laze Teleckog 6/1, 21000 Novi Sad, on 14.12.2018. (subject to change),

evaluation meeting - assessment of the conclusion of assessors: at the premises of the Center for Regionalism, Laze Teleckog 6/1, 21000 Novi Sad, on 24.12.2018. (subject to change)

evaluation meeting - pre-selection of the full-applications: at the premises of the Center for Regionalism, Laze Teleckog 6/1, 21000 Novi Sad, on 05.01.2019. (subject to change)

evaluation meeting: eligibility check: at the premises of the Center for Regionalism, Laze Teleckog 6/1, 21000, Novi Sad, on 14.01.2018. (subject to change)

remote work: remote evaluation, between (24.12.2018.) and (05.01.2018.) (max. 6 working day(s))

report(s) and deliverable(s): individual evaluation report(s) (IERS) - by 24.12.2018., consensus report(s) (CRs): by 16.01.2018.